

**EXHIBIT 8**



## EXHIBIT D-STANDARD AOS

## STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

ASR

PARTIES	
BUYER(S): <u>JEFFREY B RUSSELL</u>	SELLER(S): <u>LESTER SCHAEVITZ</u>
<u>ROSEMARY RUSSELL</u>	<u>DIANE SCHAEVITZ</u>
BUYER'S MAILING ADDRESS:	SELLER'S MAILING ADDRESS:

PROPERTY ADDRESS: 50 FAIRVIEW RD PROPERTY NARBERTH PA.  
 In the municipality of LOWER MERION ZIP 19072, County of MONTGOMERY  
 In the School District of LOWER MERION, in the Commonwealth of Pennsylvania  
 Identification (e.g. Tax ID #, Parcel #, Lot, Block, Deed Book, Page, Recording Date): Tax Map ID

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) PRUDENTIAL FOX & ROACHLicensee(s) (Name) IVORY HOFFMANCompany Address 763 W LANCASTER AVE  
BAYN MAWR PA. 19010Direct Phone(s) 610-999-4331Cell Phone(s) 610-999-4331Company Phone 610-527-0900Fax 610-520-9011Company Fax 610-520-9011Email IVORY.HOFFMAN@PAUFOXROACH.COM

Broker is:

Licensee(s) is:

☐ Buyer Agent (Broker represents Buyer only)☐ Buyer Agent with Designated Agency☒ Dual Agent (See Dual and/or Designated Agent box below)☐ Buyer Agent with Designated Agency☐ Transaction Licensee (Broker and Licensee(s) provide real estate services  
But do not represent Buyer)☒ Dual Agent (See Dual and/or Designated Agent box below)

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Seller is not represented by a broker)Broker (Company) PRUDENTIAL FOX & ROACHLicensee(s) (Name) IVORY HOFFMAN

Company Address

Direct Phone(s) 610-999-4331Cell Phone(s) 610-999-4331Company Phone 610-527-0900Fax 610-520-9011Company Fax 610-520-9011Email IVORY.HOFFMAN@PAUFOXROACH.COM

Broker is:

Licensee(s) is:

☐ Seller Agent (Broker represents Seller only)☐ Seller Agent with Designated Agency☒ Dual Agent (See Dual and/or Designated Agent box below)☐ Seller Agent with Designated Agency☐ Transaction Licensee (Broker and Licensee(s) provide real estate services  
But do not represent Seller)☒ Dual Agent (See Dual and/or Designated Agent box below)

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to,

Buyer RJR  
 Initials: RJR  
 Pennsylvania Association of REALTORS

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Seller LES  
 Initials: LES  
 COPYRIGHT PENNSYLVANIA ASSOCIATION OF  
 REALTORS® 2012  
 1/10



1. By this Agreement, dated

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (1-10)

(A) Purchase Price \$ 1,000,000.00

Three Hundred Ninety-Seven Thousand Five Hundred (U.S. Dollars), to be paid by Buyer as follows:

1. Deposit at signing of this Agreement: \$200,000.00

2. Deposit within \_\_\_\_\_ days of the Execution Date of this Agreement: \$

3.

4. Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: SELLER COUNSEL: LUNDY BELDECOS & MILBY, PC), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SELLER ASSIST (If Applicable) (1-10)

Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. SETTLEMENT AND POSSESSION (1-10)

(A) Settlement Date is \_\_\_\_\_, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees and home-owner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement unless otherwise stated here: \_\_\_\_\_

(D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

(E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

(F) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(G) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ Tenant-Occupied Property Addendum (PAR Form TOP) is attached.

5. DATES/TIME IS OF THE ESSENCE (1-10)

(A) Written acceptance of all parties will be on or before: \_\_\_\_\_

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties.

6. ZONING (1-10)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: \_\_\_\_\_

64 Buyer Initials: RUR

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Seller Initials: RLR

\* Agent for Seller



**7. FIXTURES AND PERSONAL PROPERTY (1-10)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: SEE ADDENDUM "A" ATTACHED HERETO AND MADE A PART HEREOF

(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems):

(C) EXCLUDED fixtures and items: SEE ADDENDUM "B" - ATTACHED HERETO AND MADE A PART HEREOF

**788. MORTGAGE CONTINGENCY (1-10)**

☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

**First Mortgage on the Property**

Loan Amount: \$00

Minimum Term: years

Type of mortgage

Loan-To-Value (LTV) ratio:

For non-FHA/VA loans LTV ratio not to exceed Mortgage lender OF BUYER'S CHOOSING

Interest rate   %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of (   %)

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee)

**Second Mortgage on the Property**

Loan Amount

Minimum Term    years

Type of mortgage

Loan-To-Value (LTV) ratio:

For non-FHA/VA loans LTV ratio not to exceed Mortgage lender

Interest rate   %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of   %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed   % (0% if not specified) of the mortgage loan.

(B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(C) Within TEN (10) days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(D) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including delay of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.

(E) 1. Mortgage Commitment Date:   . Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.

3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:

a. Does not satisfy the terms of Paragraph 8(A), OR

b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within SEVEN (7) DAYS after the Mortgage Commitment Date in Paragraph 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 22 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).



131 Buyer Initials:

KLR JOL

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Seller Initials:

2/8

2/8



- (F) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
- Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
  - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

#### FHA/VA, IF APPLICABLE

- (G) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

**Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

#### (H) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement

- ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

(I) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

#### 9. CHANGE IN BUYER'S FINANCIAL STATUS (3-11)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

#### 10. SELLER REPRESENTATIONS (1-10)

##### (A) Radon Testing and Remediation (See Notice Regarding Radon)

Seller has no knowledge about the presence or absence of radon unless checked below:

- ☐ 1. Seller has knowledge that the Property was tested on the dates and by the methods (e.g. charcoal canister, alpha track, etc.), which produced the results indicated below:

Date	Type of Test	Results (picoCuries/liter or working levels)	Name of Testing Service

- ☐ 2. Seller has knowledge that the Property had radon removal system(s) installed as indicated below:

Date Installed	Type of System	Provider

Copies of all available test reports will be delivered to Buyer with this Agreement. Seller does not warrant the methods or the results of radon tests.

##### (B) Status of Water

Seller represents that the Property is served by:

- ☐ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

##### (C) Status of Sewer

Seller represents that the Property is served by:

- ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

- ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

- ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

- ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

197 Buyer Initials:

*RLR Jbr.*

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Seller Initials:

*W E*



**(D) Historic Preservation**

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:

**(E) Use Restrictions:**

- ☐ Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions):
- ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- ☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
- ☐ Other

**(F)** Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

**(G)** Seller knows of no other potential notices (including violations) and/or assessments except as follows:

**(H)** Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

**11. WAIVER OF CONTINGENCIES (9-05)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

**12. INSPECTIONS (1-10) (See Notices Regarding Property and Environmental Inspections)****(A) Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.
3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

**(B)** Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)

**(C)** For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 13(B).

237		<b>Home/Property Inspections and Environmental Hazards (mold, etc.)</b>	
238	Elected	Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior siding, Exterior Insulation and Finish Systems, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notice Regarding the Home Inspection Law)	Waived
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248		<b>Wood Infestation</b>	
249	Elected	Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's Expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.	Waived
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263 Buyer Initials: *RLR*  
*Jon.*

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Seller Initials: *DL*  
*EF*



258		<b>Water Services</b>	
259	Elected	Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.	Waived
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264		<b>Radon</b>	
265	Elected	Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L).	Waived
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267			
268		<b>On-Lot Sewage (If Applicable)</b>	
269	Elected	Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.	Waived
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274		<b>Property Insurance</b>	
275	Elected	Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.	Waived
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279		<b>Property Boundaries</b>	
280	Elected	Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	Waived
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285		<b>Deeds, Restrictions and Zoning</b>	
286	Elected	Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:	Waived
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290		<b>Lead-Based Paint Hazards (For Properties prior to 1978 only)</b>	
291	Elected	Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards unless Buyer waives that right. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a Seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled Protect Your Family from Lead in Your Home, along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property. (See Notices Regarding Residential Lead-Based Paint Hazard Reduction Act)	Waived
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299		<b>Other:</b>	
300	Elected		Waived
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303 The Inspections elected above do not apply to the following existing conditions and/or items:

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306 **13. INSPECTION CONTINGENCY (1-10)**

307 (A) The Contingency Period is \_\_\_\_\_ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected

308 in Paragraph 12(C), except the following:

309	<b>Inspection(s):</b>	<b>Contingency Period</b>	<b>Days</b>
310			
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314 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer

315 will, within the stated Contingency Period:

316 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 25 of this Agreement, OR

317 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of

318 Paragraph 23 of this Agreement, OR

319 3. Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.

320 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections

321 requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.

322 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental

323 requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.



324 Buyer  
Initials:

RJR  
jan

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Seller Initials:

2125



a. No later than \_\_\_\_\_ days (5 if not specified) from the end of the Contingency Period(s), Seller will inform Buyer in writing that Seller will:

- (1) Satisfy all the terms of Buyer's Proposal(s), OR
- (2) Not satisfy all the terms of Buyer's Proposal(s), OR

b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

c. Within \_\_\_\_\_ days (2 if not specified) of receipt of written notification that Seller will not satisfy all terms of Buyer's Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose any option in writing, whichever occurs first, Buyer will:

- (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 25 of this Agreement, OR
- (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement, OR
- (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within \_\_\_\_\_ DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 25 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within \_\_\_\_\_ 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

#### 14. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (1-10)

(A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within \_\_\_\_\_ 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within \_\_\_\_\_ 5 DAYS that Buyer will:
  - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 25 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 14(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement.

(B) If required by law, within \_\_\_\_\_ 30 DAYS from the Execution Date of this Agreement, but in no case later than \_\_\_\_\_ 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within \_\_\_\_\_ 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
  - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement, OR
  - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within \_\_\_\_\_ 5 DAYS that Buyer will:
    - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
    - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 14(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

392 Buyer  
Initials: 

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Seller Initials: 



2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 14(B)(3) will survive settlement.

**15. CONDOMINIUM/PLANNED COMMUNITY (HOMEOOWNER ASSOCIATIONS) RESALE NOTICE (1-10)**

Property is NOT a Condominium or part of a Planned Community unless checked below.

☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania (see Notice Regarding Condominiums and Planned Communities) requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

☐ PLANNED COMMUNITY (HOMEOOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Notice Regarding Condominiums and Planned Communities). Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

**THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.**

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 23 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

**16. TITLES, SURVEYS AND COSTS (1-12)**

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 16(B) items (1), (2), (3) and in Paragraph 16(C).
- (E) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
- ☐ Oil, Gas, and Mineral Rights Addendum (PAR Form OGM) is attached.

**(F) COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."

- Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
- (G) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see Notice Regarding Recreational Cabins):

455 Buyer  
Initials:

*RR*  
*Jan*

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Seller Initials:

*DL*



## 456 17. MAINTENANCE AND RISK OF LOSS (1-10)

- 457 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-  
 458 dition, normal wear and tear excepted.
- 459 (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:
- 460 1. Repair or replace the failed system or appliance before settlement, OR
- 461 2. Provide prompt written notice to Buyer of Seller's decision to:
- 462 a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender,  
 463 if any, OR
- 464 b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the  
 465 failed system or appliance.
- 466 3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller  
 467 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,  
 468 whichever is earlier, that Buyer will:
- 469 a. Accept the Property and agree to the RELEASE in Paragraph 24 of this Agreement, OR
- 470 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 471 Paragraph 23 of this Agreement.
- 472 If Buyer fails to respond within the time stated in Paragraph 17(B)(3) or fails to terminate this Agreement by written  
 473 notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 25 of this  
 474 Agreement.
- 475 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not  
 476 replaced prior to settlement, Buyer will:
- 477 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 478 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 479 Paragraph 23 of this Agreement.

## 480 18. HOME WARRANTIES (1-10)

481 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller under-  
 482 stand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-  
 483 existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifi-  
 484 cations that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home  
 485 warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

## 486 19. RECORDING (9-05)

487 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer  
 488 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

## 489 20. ASSIGNMENT (1-10)

490 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assigna-  
 491 ble, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless  
 492 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

## 493 21. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- 494 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
 495 laws of the Commonwealth of Pennsylvania.
- 496 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by  
 497 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
 498 Pennsylvania.

## 499 22. REPRESENTATIONS (1-10)

- 500 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their  
 501 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this  
 502 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,  
 503 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This  
 504 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 505 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal prop-  
 506 erty specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the  
 507 Property [IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowl-  
 508 edges that Brokers, their licensees, employees, officers or partners have not made an independent examination or deter-  
 509 mination of the structural soundness of the Property, the age or condition of the components, environmental conditions,  
 510 the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechan-  
 511 ical inspection of any of the systems contained therein.
- 512 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 513 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

## 514 23. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)

- 515 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of  
 516 all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 23(B), and this Agreement will be  
 517 VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit  
 518 monies.
- 519 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
 520 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 521 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
 522 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

523 Buyer Initials: *RKR*  
*Jov.*

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Seller Initials: *[Signature]*



2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 23 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
  2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
  3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 23(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
  2. As monies to be applied to Seller's damages, OR
  3. As liquidated damages for such default.
- (G) ☒ SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 23(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

#### 24. MEDIATION (1-10)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

#### 25. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

#### 26. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

#### 27. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 15. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

587 Buyer Initials:

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Seller Initials:

DLB



## 588 28. SPECIAL CLAUSES (1-10)

589 (A) The following are part of this Agreement if checked:

590 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)591 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)592 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)593 ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)594 ☐ Appraisal Contingency Addendum (PAR Form ACA)595 ☐596 ☐597 ☐

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608 (B) Additional Terms:

609 Legal Representation: The Parties hereto each had the time, opportunity, and monies to retain independent counsel to review this Agreement prior  
 610 to execution and the fact that counsel for one of the parties drafted this Agreement shall not cause this Agreement to be construed against  
 611 such party as this Agreement was negotiated with the assistance of such counsel.

612 Seller Counsel is Lundy Beldecos & Milby, PC, c/o Stuart R. Lundy, Esquire: slundy@lbmlaw.com: 610-668-0777.613 A copy of all notices to Buyer shall be sent to Buyer Counsel. A copy of all notices to614 Seller shall be sent to Seller Counsel.

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618 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

619 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which

620 counterparts together shall constitute one and the same Agreement of the Parties.

621 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are

622 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

623 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures

624 of all parties, constitutes acceptance by the parties.

625 ☐ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code626 ☐ §35.336.627 ☐ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.628 ☐ Buyer has read and understands the notices and explanatory information in this Agreement.629 ☐ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law630 ☐ (see Information Regarding the Real Estate Seller Disclosure Law).631 ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit632 ☐ money) before signing this Agreement.633 ☐ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale, and634 ☐ the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978)

635 BUYER

DATE

636 BUYER

DATE

637 BUYER

DATE

638 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

639 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

640 Seller has read and understands the notices and explanatory information in this Agreement.

641 SELLER

DATE

642 SELLER

DATE



ALL THAT CERTAIN lot or piece of ground, Situate In the Township of Lower Merion, County of Montgomery, Commonwealth of Pennsylvania, described in accordance with a Final Subdivision of property of Charles A. Ernst, Jr., made by Yerkes Associates, Inc., Bryn Mawr, Pennsylvania, dated 7/10/1978 and last revised 2/26/1979, as follows, to wit

BEGINNING at a point on the title line in the bed of Fairview Road, a corner of Lot 4 as shown on said plan, thence along the title line in the bed of Fairview Road South 40 degrees 59 minutes East 20 feet to a monument (set) in line of lands now or late of Penn Valley Womens Club, thence leaving said road along said lands and along Lot 2, South 49 degrees 51 minutes West 350 feet to a point, thence still along Lot 2, South 62 degrees 51 minutes West 333 77 feet to a point in line of Lot 7, thence along same, North 43 degrees 12 minutes West 283 71 feet to a point, a corner of Lot 5, thence along Lot 5, North 49 degrees 1 minute East 360 03 feet to a point, a corner of Lot 4; thence along Lot 4, the two following courses and distances (1) South 40 degrees 59 minutes East 343.65 feet; and (2) North 49 degrees 51 minutes East 325.03 feet to the first mentioned point and place of beginning.

BEING shown as Lot No 3, No 50 Fairview Road on said plan

TOGETHER WITH AND UNDER AND SUBJECT to a certain Easement and Right-of-Way over a 12 foot by 150 foot portion of the above described lot or piece of ground for the benefit and use of the owners, tenants and occupiers of Lot No 4, as shown on the above described plan, in common with the owners, tenants and occupiers of the above described premises, Subject further to the responsibility of the owner of Lot No 4 to pay the cost of installation of so much of the said driveway as the owner of Lot No 4 uses in common with Lot No 3, and to the responsibility of the owner of Lot No. 4 to pay the proportionate share of the cost of maintenance and snow removal of said right-of-way; said easement and right-of-way is more fully described as follows

BEGINNING at a point on the title line in the bed of Fairview Road, said point being a common corner of Lots Numbered 3 and 4 on said plan, thence extending from the point of beginning along the title line in the bed of Fairview Road, South 40 degrees 59 minutes East 12 feet to a point, thence leaving the title line in the bed of Fairview Road and extending through Lot No 3 on said plan, the two following courses and distances (1) South 49 degrees 51 minutes West 150 feet to a point, and (2) North 40 degrees 09 minutes West 12 feet to a point, thence extending along Lot No 4 on said plan, North 49 degrees 51 minutes East 150 feet to the first mentioned point and place of beginning

ALSO SUBJECT to the continued operation and maintenance of the storm water management facilities

**Being** Parcel No 40-00-17395-007

**Being** No. 50 Fairview Road.

**Being** the same premises which MAURI LIBRETT and MARTIN WEINTRAUB, as Trustees of the Revocable Intervivos Trust for the Benefit of Paula Librett (deceased), by Deed dated on or about November 18, 2005 and E-Recorded on January 30, 2006 in the Montgomery County Recorder of Deeds Office under Document ID 2006012576 at B007F U055L 3 1101 conveyed unto LESTER P. SCHAEVITZ and DIANE SCHAEVITZ, h/w.